

RESOLUTION NUMBER 5853-C

**A RESOLUTION OF THE SEAL BEACH CITY COUNCIL
APPROVING THE MEMORANDUM OF UNDERSTANDING
(MOU) BETWEEN THE CITY OF SEAL BEACH AND THE SEAL
BEACH SUPERVISORS AND PROFESSIONALS ASSOCIATION
(SBSPA) FOR THE PERIOD OF APRIL 13, 2009 THROUGH
JUNE 30, 2012**

WHEREAS, the City of Seal Beach ("City") affirms the dignity and worth of the services rendered by its employees.

NOW THEREFORE, the City Council of the City of Seal Beach hereby resolves:

Section 1. In August 2008, the City Council commissioned independent consultant Creative Management Solutions, Inc. ("CMS") to review City class specifications and internal salary range and conduct market survey data. Thereafter, CMS prepared a classification study ("Study") containing a number of findings and recommendations.

Section 2. The City Council has reviewed the Study, and received input from City staff and CMS concerning the Study's findings and conclusions.

Section 3. The City met and collectively bargained in good faith with the Seal Beach Supervisors & Professionals Association ("SBSPA") as to wages, hours, and working conditions. Based upon such collective bargaining, the City and SBSPA developed the memorandum of understanding ("MOU") attached hereto as Exhibit A and incorporated by this reference.

Section 4. The SBSPA has accepted the terms, conditions and provisions set forth in the MOU, and its authorized representatives have executed the MOU.

Section 5. Based upon the foregoing, the Council hereby approves that certain "Seal Beach Supervisors & Professionals Association Memorandum of Understanding" dated April 13, 2009 (attached). The MOU supersedes all prior MOU's and agreements between the City and the SBSPA.

Section 6. The term of the MOU is April 13, 2009 through June 30, 2012.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Seal Beach on this 13th day of April, 2009 by the following vote:

AYES: Councilmembers Antes, Smith, Shanko, Allen
NOES: Councilmembers Miller
ABSENT: Councilmembers None
ABSTAIN: Councilmembers None

Gordon J. Adams
Mayor

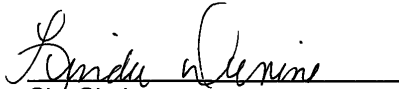
ATTEST:

Ronda Durine
City Clerk



STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF SEAL BEACH }

I, Linda Devine, City Clerk of Seal Beach, California, do hereby certify that the foregoing resolution is the original copy of Resolution Number 5853-C on file in the office of the City Clerk, passed, approved, and adopted by the City Council of the City of Seal Beach, at a regular meeting thereof held on the 13th day of April, 2009



City Clerk

Adopted by Resolution No. 5853-C

**SEAL BEACH SUPERVISORS &
PROFESSIONALS ASSOCIATION**

MEMORANDUM OF UNDERSTANDING

ADOPTED: April 13, 2009

EXPIRES: JUNE 30, 2012

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SEAL BEACH
AND
SEAL BEACH SUPERVISORS & PROFESSIONALS
ASSOCIATION**

SECTION 1: RECOGNITION

A. Pursuant to the provisions of Employee-Employer Relations Ordinance Number 769, as amended, the City of Seal Beach (hereinafter called the "City" and/or "Employer" interchangeably) has recognized for the purpose of this Memorandum of Understanding (MOU), the Seal Beach Chapter of the Confidential/Supervisory/Professional and Technical Employees (SBSPA), an association of employees of the City of Seal Beach, hereinafter referred to as "Association".

B. The City recognizes the Association as the representative of the employees in the classification and assignments set forth in Section 1 above for the purpose of meeting its obligations under this MOU, the Meyer-Miliias-Brown Act, Government Code Section 3500 et seq., when City rules, regulations, or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

C. The City agrees that the recognized representatives of Association not exceed 4 in number and shall be entitled to meet and confer with City during said recognized representatives' normal working hours without suffering any loss in pay while absent from the duties for such purpose. City also agrees that such representatives may utilize a total of not more than 3 hours per year without suffering any loss in pay for such absence for the purpose of meeting with employees who are members of Association and/or other officers of Association.

D. City recognizes Association's right to appoint or elect representatives to meet and confer with City's management representatives on salaries, wages, and terms and conditions of employment. Association agrees to notify City in writing as to the identity of the representatives and of subsequent appointments, if any. Association and City agree that employees appointed or elected as Association representatives shall be required to work full time.

E. It is recognized and agreed that no Association business and/or meetings will be conducted and/or attended by employees of City during their respective hours of duty and work unless specified herein.

F. Representatives and/or officers of Association shall not interrupt the work of any employee of City at any time to conduct business or other matters connected with Association without prior consent of Management.

G. This MOU shall be effective by and between Management and Association upon execution by Management and the required number of the duly authorized recognized representatives of Association.

H. The City agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this MOU voluntary contributions to Democrat, Republic, Independent Voter Education (D.R.I.V.E.). D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. No such authorization shall be recognized if in violation of State and Federal law. No deduction shall be made which is prohibited by applicable law. The City shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, D.C. 20001

SECTION 2: CITY RIGHTS

A. **Rights/Responsibilities** - This City reserves, retains and is vested with solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy.
2. To determine the existence or nonexistence of facts which are the basis of the Management decision(s).
3. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
4. To determine the nature, manner, means and technology and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted.
8. To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements set forth in this MOU, and to establish and change work schedules and assignments upon reasonable notice insofar as such changes do not conflict with this MOU.
10. To layoff employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
11. To establish and modify productivity and performance programs and standards.
12. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
13. To determine minimum qualifications, skills abilities, knowledge, selection procedures and standards, job classifications and to reclassify employees in accordance with this MOU and applicable resolution and codes of the City.
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with the MOU and applicable resolution and codes of the City.

15. To determine policies, procedures and standards for selection, training and promotion of employees in accordance with this MOU and applicable resolution and codes of the City.

16. To establish reasonable employee performance standards including but not limited to, quality and quantity standards and to require compliance therewith.

17. To maintain order and efficiency in its facilities and operation.

18. To establish and promulgate and/or modify rules and regulations to maintain order and safety and which are not in contravention with the Agreement.

19. To restrict the activity of an employee organization on municipal property and on municipal time except as set forth in this MOU.

20. To take any and all necessary action to carry out the mission of the City in emergencies.

B. Where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of City Rights shall impact the wages, hours and other terms and conditions of employment of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this MOU.

SECTION 3: HEALTH INSURANCE COVERAGE: LIFE & DISABILITY INSURANCE

A. Health Insurance Coverage

1. The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) minimum contribution. For calendar year 2009, CalPERS has established the minimum PEMHCA contribution at \$101 per month per employee.

2. The City shall contribute an equal amount towards the cost of medical coverage under PEMHCA for both active eligible employees and eligible retirees.

3. The City shall implement a cafeteria plan for eligible employees in accordance with the criteria provided to the Association during negotiations. For employees participating in the City's cafeteria plan, each employee shall receive a monthly dollar allowance to be used for the purchase of benefits under the cafeteria plan. The monthly flex dollar allowance shall be:

For Employees only	\$550/month
For Employee and 1 dependent	\$850/month
For Employee and 2 or more dependents	\$1,100/month

4. A portion of the monthly dollar allowance is identified as the City's contribution towards PEMHCA. Thus, for example, in calendar 2009, a single employee's monthly dollar allowance is \$550, of that \$550; \$101 has been designated by the City as its required PEMHCA contribution to CalPERS. The monthly dollar allowance may only be used in accordance with the terms of the City's cafeteria plan.

5. Employees meeting the waiver criteria and electing to waive enrollment in the City's cafeteria plan are eligible to receive \$310 per month (upon showing proof of health insurance coverage under an alternative plan). Election forms are available in the Personnel Office.

6. Full-time employees of the City who have completed 30 days of uninterrupted service shall be enrolled in the cafeteria plan on the first day of the next succeeding month.

7. Employees who change classification from full-time to part-time provisional, hourly or seasonal shall not be eligible for participation in the cafeteria plan.

8. City shall not contribute to the cafeteria plan for any employee during any month the employee is on leave of absence without pay or who is absent from regular duties without authorization, for a full calendar month. City shall contribute to the cafeteria plan for eligible employees receiving temporary payments from Workers' Compensation Insurance.

9. City shall implement a proportionate CPI escalator for health care coverage during term of MOU:

First pay period on or following July 1, 2010 - CPI adjustment, Minimum 1% up to 3% maximum, as measured utilizing the change in the Los Angeles - Riverside - Orange County All Urban Consumers Index for the 12 months of April 2009 - March 2010

First pay period on or following July 1, 2011 - CPI adjustment, Minimum 1% up to 4% maximum, as measured utilizing the change in the Los Angeles - Riverside - Orange County All Urban Consumers Index for the 12 months of April 2010 - March 2011

B. Life Insurance

Employees covered by this agreement shall receive a \$50,000 life insurance policy paid by the City. Said insurance shall become effective after the employee has completed 30 days of uninterrupted service with said employee to be enrolled in the program on the 1st day of the next succeeding month.

C. Income Continuation

Employees covered by this agreement shall receive a policy to provide for income continuation of 66.67% of the employee's monthly salary, up to a maximum of \$5,000 per month, whichever is lesser. Said insurance shall become effective after the employee has completed 30 days of uninterrupted service with said employee to be enrolled in the program on the 1st day of the next succeeding month. Said income continuation shall commence on the 31st day of sickness or other bona fide absence or upon expiration of sick leave, whichever occurs later, and continuing thereafter while the employee is absent from work for a period of up to age 65.

SECTION 4: RETIREMENT HEALTH INSURANCE

A. Employees covered by this agreement shall have the option upon retirement, to continue participation in the City's health insurance program at the employee's expense.

B. Incumbents with 20 or more combined years of employment with the City, have reached 55 years of age, and retire before December 31, 2010, shall be provided with individual health insurance coverage capped at the PPO rate. If said employee has 30 or more combined years of employment with the City upon retirement, eligible dependent health insurance coverage shall also be provided.

C. Qualified incumbents with 20 or more combined years of employment with the City, have reached 55 years of age, and retire after December 31, 2010, shall be provided with individual health insurance coverage capped at the Kaiser HMO rate. If said employee has 30 or more combined years of employment with the City upon retirement, eligible dependent health insurance coverage shall also be provided capped at the Kaiser HMO rate.

D. Qualified incumbents hired by the City on or after April 13, 2009, with 20 or more combined years of employment with the City, have reached 55 years of age, and retires after December 31, 2010, shall be provided with individual health insurance coverage capped at the PEMHCA minimum as designated by CalPERS. If said employee has 30 or more combined years of employment with the City upon retirement, eligible dependent health insurance coverage shall also be provided, capped at the PEMHCA minimum as designated by CalPERS.

E. In all cases, the City's contribution for eligible dependent coverage for retirees shall terminate with the death of the retiree.

F. In the event an eligible retired employee resides in an area where the health plans provided by the City are not in effect, that retired employee shall be entitled to receive in cash each month an amount equal to the monthly contribution the City would otherwise have contributed to that retired employee toward health and dental insurance premiums.

SECTION 5: SICK LEAVE

A. All full-time employees covered by this resolution shall accrue sick leave at the rate of 1 day (8 hours) per month of service. Sick leave may be accumulated up to and including 520 hours. Except as otherwise provided in this resolution, no employee shall receive further accruals once the 520 hour maximum is reached.

B. The Department Head may require employees to present proof of illness for sick leaves in excess of 3 working days.

C. Employees who elected to retain sick leave balances prior to conversion to leave time provision in July 1, 1987:

1. May utilize those balances for sick leave purposes.

2. Upon termination, shall be paid for the existing sick leave balance at 25% of the employee's then applicable base rate of pay.

D. Except as otherwise provided, employees shall not be eligible for any payment for sick leave balances upon termination.

E. Employees who are on authorized leaves of absence, without pay, shall not accrue sick leave hours during said leaves of absence.

F. Sick leave balances may not be used to defer a disability retirement.

SECTION 6: BEREAVEMENT LEAVE

The City agrees to provide 40 hours bereavement leave with pay for death in the immediate family. The bereavement leave shall not be chargeable to or accumulated as sick time or leave time. "Immediate family" is defined as spouse, father, mother, son, daughter, brother, sister, grandparent, grandchild, step-mother, step-father, step-children, mother-in-law, father-in-law, domestic partner or dependent relative living with the employee.

SECTION 7: VACATION TIME

A. All full-time employees covered by this resolution, who shall have at least one year's continuous service as a full-time employee immediately preceding, shall be granted a vacation with pay of approximately 80 hours per year up to a maximum of approximately 160 hours per year.

B. Full-time employees covered by this agreement, who shall have at least five years of continuous service, shall be entitled to 8 additional hours of vacation per year of full-time continuous service for each year of service in excess of 5 years up to a maximum of approximately 160 hours per year.

C. The vacation accrual schedule is as follows:

Years Service	Vacation Hours Earned	Maximum Hourly Accrual Rate / Pay Period Bi-Weekly	Annual Vacation Hours
1	80	3.0769	80
2	80	3.0769	80
3	80	3.0769	80
4	80	3.0769	80
5	80	3.0769	80
6	88	3.3846	88
7	96	3.6923	96
8	104	4.0000	104
9	112	4.3076	112
10	120	4.6153	120
11	128	4.9230	128
12	136	5.2307	136
13	144	5.5384	144
14	152	5.8461	152
15	160	6.1538	160

D. Employees covered by this agreement considered as hourly, part-time and/or seasonal employees shall not be eligible for paid vacations.

E. Employees covered by this agreement who are on leaves of absence, without pay, shall not accrue vacation leave hours during said leaves of absence.

F. Employees covered by this agreement shall only be allowed to accrue a maximum of 240 hours of vacation. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and the employee's accrued hours drop below the maximum. The maximum can only be exceeded with the approval of the City Manager in writing.

G. Employees are encouraged to use at least the amount of vacation hours earned each fiscal year. Those employees who have been credited with preexisting leave hours are expected to use a portion of the excess as leave time, in addition to the new vacation hours, each year until the maximum accrual is met. The City recognizes that a number of long-term employees have accrued substantially more leave time than shorter-term employees, and that it will likely take them significantly longer to achieve this goal. It is the intent of this section to balance the personal interests of the employee with the financial concerns of the City; as such, significant progress toward reaching the maximum accrual amounts may be deemed a success.

H. Vacation leave time shall not be approved until such time as it has been earned, unless prior, special arrangements have been made with the City Manager. Vacation leave shall be requested by the employee prior to the start of the vacation leave period. Such vacation leave to be taken shall be subject to the prior approval of the Department Head, or designee, subsequent to consideration of the departmental workload and other staffing considerations,

such as but not limited to, the previously approved vacation schedule of other employees, sick leave and position vacancies.

I. Not more than once in each fiscal year, an employee who has completed at least 1 year of continuous service shall, upon request, receive compensation for up to 50 hours of accrued vacation time provided that the employee has taken an equal amount of time off within that fiscal year.

J. Employees covered by this resolution shall cease accruing general leave time effective the first payroll period in December, 1997. Previously earned time shall be used/ compensated for as follows: Upon separation of employment with the City, all compensable hours will be paid to the employee at the employee's current base rate of pay.

K. General Leave Time (G-Time)

1. G-Time must be exhausted by June 30, 2010.

2. G-Time may be utilized as vacation or sick leave up to 160 hours per fiscal year, or may be assigned as deferred compensation or cash up to 160 hours per fiscal year.

SECTION 8: HOLIDAYS

A. The City agrees to grant all employees a full shift pay for each holiday recognized by City. Every full-time employee of the City shall be granted the following holidays with pay:

Holiday	Date
New Year's Day	January 1st
Martin Luther Kind Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
	Calendar day following Thanksgiving Day
Christmas Eve	December 24th
Christmas Day	December 25th
*Floating Holiday	(discretion of employee)

Total of 12 holidays annually

**Floating Holiday must be taken during each fiscal year (July 1st through June 30th) and may not be carried forward beyond the term of this agreement. Floating holidays must be approved in advance by the Department Head.*

B. When a holiday falls on a Sunday, the next day (Monday) shall be observed as a holiday. When a holiday falls on a Saturday, the preceding day (Friday) shall be observed as a holiday.

C. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive compensatory time off for a full shift in lieu of holiday pay, in keeping with other provisions of this MOU.

Example #1: Employee A normally works a 9/80 schedule, and a holiday falls on the employee's Friday off, Employee A would receive 8 hours of compensatory time off.

Example #2: Employee B normally works a 9/80 schedule, and a holiday falls on a Monday, Tuesday, Wednesday, or Thursday, Employee B would receive 9 hours of compensatory time off.

Example #3: Employee C normally works a 4/10 schedule, and a holiday falls on a Monday, Tuesday, Wednesday, Thursday, or Friday, Employee C would receive 10 hours of compensatory time off.

D. An employee who is required to work on a holiday shall receive pay computed at 1½ times the employees' basic hourly rate for the number of hours actually worked, as applicable under the MOU.

Example: Employee A works 6 hours on Christmas Day. Employee A would earn pay computed as follows:

<u>Hours</u>	<u>Pay Rate</u>
Full-shift holiday pay	Regular base hourly rate
6 hours work pay	Regular base hourly rate or overtime hourly rate, as applicable under MOU

SECTION 9: RETIREMENT

A. The retirement program provided by the City shall consist of a pooled Public Employee's Retirement System (PERS) plan, which includes the following Government Code provisions:

Section 20024.2	One Year Final Compensation
Section 20862.9	Credit of Unused Sick Leave
Section 20930.0	Military Service Credit

B. The City shall pay that portion of the affected employee's retirement contribution that is equal to 7% of the affected employees' base salary.

C. All employees incumbent in the Marine Safety Officer classification shall participate in the 3% @ 50 formula plan for Local Safety Members.

D. The City shall provide PERS Section 21251.32 - 2% @ 55 for miscellaneous members.

SECTION 10: OVERTIME AND CALL OUT PAY

A. If work beyond normal workday, workweek or work period is required, the employee who may be asked to perform such overtime shall be notified of the apparent need for such overtime as soon as practicable prior to when the overtime is expected to begin.

B. Call out and overtime pay shall be paid at the rate of time and one-half the hourly rate. Minimum "call out" time (when returning to work) shall be 2 hours.

C. Overtime will be computed by dividing the employee's regular monthly salary by 173.3 to arrive at an hourly wage. Paid overtime for the pay period is to be submitted and computed with the regular payroll.

D. Notwithstanding any provision of this Section, the employee shall be entitled to select either compensated overtime or compensatory time off subject to budget limitations, departmental rules and regulations, and Section 11 of this MOU.

SECTION 11: COMPENSATORY TIME OFF (CTO)

The maximum (cap) of CTO is 120 hours. Compensatory Time earned in excess of 120 hours will be paid as overtime during the pay period accrued.

SECTION 12: PROVISIONAL APPOINTMENTS

A. An employee, when authorized by the City Manager, may receive a provisional appointment to a higher classification to fill a temporary vacancy. The employee, when so appointed, must perform the duties and assume the responsibilities of the higher classification for 120 consecutive working hours and shall be paid according to the step in the assigned salary range of the new position which is a minimum of 5% higher than the salary received before the provisional appointment (not to exceed the top step).

B. When necessary and in the best interest of the City, the City Manager may provisionally assign an employee to a higher level of duty and responsibility than provided for in the employee's assigned classification which is not otherwise a part of an adopted classification. In the case of such an assignment, the employee must perform the higher level of duties for 80 consecutive working hours; thereafter the employee shall receive additional compensation of 5% so long as the assignment is authorized by the City Manager.

SECTION 13: SENIORITY BONUS

Employees who have achieved 10 years of uninterrupted employment with the City shall receive a 5% increase in base salary effective on the 10th anniversary of their employment.

SECTION 14: AUTOMOBILES AND MILEAGE

Officers and employees of the City, utilizing their privately-owned automobiles for City business on a non-regular basis, shall be entitled to reimbursement for costs incurred at the rate established by the Internal Revenue Service (IRS).

SECTION 15: ADMINISTRATIVE LEAVE

A. All incumbents shall be entitled to 16 hours of administrative leave during each fiscal year.

B. Administrative leave days may not be carried forward to succeeding years nor may they be turned in for cash value.

SECTION 16: LIMITATIONS

A. No employee who is receiving Workers' Compensation payments and benefits is eligible to receive overlapping benefits (except life insurance) stated in this resolution.

B. City shall not make any monthly payments for premiums for any insurance benefit listed in this resolution, or uniform allowance, supplemental pay of any type and/or type of bonus on behalf of or to any employee who has been absent without authorization during said month or for any employee who has terminated for any reasons whatsoever or who is on leave of absence without pay of who is suspended from duties without pay.

SECTION 17: DEFERRED COMPENSATION

The City shall contribute the amount of \$40 per payroll period into a deferred compensation program for each incumbent in the Confidential, Supervisory, or Professional and Technical position classifications.

SECTION 18: BILINGUAL COMPENSATION

A. Upon the recommendation of a department director, the City Manager may award a bilingual compensation bonus of \$52.50 per payroll period to those employees in positions determined to require bilingual skills.

B. The City Manager shall require the taking of competency tests to certify the employee as eligible for bilingual compensation based on the employee's proficiency in speaking the language determined to be required. Such certification shall be a condition precedent to qualifying for bilingual pay.

SECTION 19: WORK SCHEDULE

A. At the discretion of the City Manager, work schedules may be altered as needed to accommodate service demand levels of the residents of the City of Seal Beach.

B. Holiday Closures – The City Manager may designate up to 5 specific holiday closure work days in each calendar year between Christmas Day and New Year's Day during which employees may be required to take time off, charged to leave without pay, the employee's accumulated compensatory time, vacation, floating holidays, or a combination thereof, as determined by the affected employee. The days must be consecutive for the employee, but may differ between employees. Employees who do not have sufficient accumulated time off in their account to cover the required time off may request, and will be granted, sufficient advance on their vacation accrual to cover the uncovered balance. This advance will be recovered with the next vacation accruals earned by the employee. Time off of work under this provision shall not be deemed a layoff.

C. If an employee is required to work on a designated City Manager holiday closure work day, the employee will receive pay computed at 1½ times the employees' basic hourly rate for the number of hours actually worked.

Example: Employee A normally works a 9/80 schedule, and is required to work 4 hours on a City Manager designated holiday closure work day on December 28, 2009. Employee A would earn pay computed as follows:

<u>Hours</u>	<u>Pay Rate</u>
4 hours work pays	1½ times the hourly rate, as applicable under the MOU
5 hours leave time	Compensatory time, vacation, floating holiday, or combination thereof

SECTION 20: TUITION REIMBURSEMENT

A. Employees attending accredited community colleges, universities, and trade schools for the purpose of obtaining a higher education degree may apply for reimbursement of tuition, books, student fees and parking. Reimbursement is capped at the tuition rate of the Cal State University system for up to 2 semesters of full-time, undergraduate enrollment each calendar year.

B. Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. All claims for tuition reimbursement require prior approval and are subject to verification and approval by the City Manager.

Example: Employee A attends California State University, Long Beach, for the Spring 2009 semester and completes 2 (3-unit) undergraduate courses with a grade of "C" or better. The tuition reimbursement would be calculated as follows:

2008/2009 State University Tuition	\$ 885.00 (0-6 units)
Required University Fees	\$ 172.00 (approx.)
Parking	\$ 123.00
Books	\$ 300.00 (approx.)
TOTAL	\$1,480.00

SECTION 21: COMPENSATION PLAN

A. Basic Compensation Plan

1. All employees covered by this MOU shall be included under the Basic Compensation Plan. Every classification under this Plan shall be assigned a salary range adopted by the City Council. The salary schedule shall consist of 5 steps within each range.

2. The first step is a minimum rate and is normally the hiring rate for the classification. An employee may be assigned, upon appointment, to other than the normal entering salary step within the assigned range upon the recommendation of the Department Head and with the approval of the City Manager when it is decided that such action is in the best interests of the City.

3. The second step, B step, is a merit adjustment which may be given at the end of the probationary period subject to the recommendation of the Department Head and with the approval of the City Manager.

4. The third, fourth and fifth steps are merit adjustments to encourage an employee to improve his work and to recognize increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of 1 year of service at the preceding step. Each adjustment shall be made subject to the recommendation of the Department Head and with the approval of the City Manager.

B. Advancement within Salary Ranges

1. In order to properly compensate an employee, advancement in salary shall be based on merit.

2. Advancement in salary shall not be automatic, but shall depend upon increased service value of the employee to the City.

3. The Department Head and/or the employee's immediate supervisor shall be responsible to evaluate employees fairly in an unbiased fashion for the determination of job performance. Advancement shall be made only upon recommendation of the Department Head with the approval of the City Manager.

4. An employee should be reviewed at least once every 12 months from the effective date of his last performance evaluation, special performance advancement or promotion. Nothing contained herein shall restrict the Department Head from denying the increase after evaluation, nor shall it prevent him from recommending a special performance advancement in salary at any time when unusual or outstanding achievement has been demonstrated.

C. Salary Increases

1. Promotional Appointment - When an employee is promoted to a position with a higher salary range, the employee shall be compensated at a step of

the salary range assigned to the new position that is closest to providing a 5% salary increase over the base salary received immediately prior to promotion.

2. **Temporary Appointment** - Employees assigned, in an acting capacity, to a higher classification than the employees' present classification for a period of not less than 120 consecutive working hours shall be entitled to temporary appointment pay. In addition, employees who are assigned by the department director in writing to regularly scheduled acting assignments of less than 120 hours shall also be entitled to temporary appointment pay. Temporary appointment pay will be retroactive to the first hour served in the higher classification and shall be paid at a rate equal to the first step of the higher classification but in no event shall temporary appointment pay be less than 5% more of the employee's current rate.

D. **Salary Decreases** - In the case of a demotion of any employee in the department to a classification with a lower maximum salary, such employee shall be assigned to the appropriate salary step in the new classification as recommended by the Department Head with the approval of the City Manager. The employee shall retain his previous anniversary date.

E. **Adjustments of Salary Ranges** - When a salary range for a given classification is revised upward or downward, the incumbents of positions and classifications affected shall have their existing salary adjusted to the same step in the new salary range and their anniversary date shall not be changed.

F. **Salary and Benefits on Suspension** - During suspension from the City service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except he shall not forfeit his medical health plans, including dental, retirement plan, disability insurance or life insurance. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment for loss of income and benefits during the period of suspension.

G. **Salary Adjustments During Term of MOU**

1. The salary schedule for each position classification affected is hereby determined and established upon adoption by City Council, and shall become effective the first payroll period following April 13, 2009. Salary increases are as follows:

First pay period on or following July 1, 2010 - CPI adjustment, Minimum 1% up to 3% maximum, as measured utilizing the change in the Los Angeles - Riverside - Orange County All Urban Consumers Index for the 12 months of April 2009 - March 2010

First pay period on or following July 1, 2011 - CPI adjustment, Minimum 1% up to 4% maximum, as measured utilizing the change in the Los Angeles - Riverside - Orange County All Urban Consumers Index for the 12 months of April 2010 - March 2011

Confidential

Grade	Job Classifications
9	Accounting Technician
13	Executive Assistant
18	Deputy City Clerk

Supervisory

Grade	Job Classifications
13	Senior Accounting Technician
20	Equipment Services Supervisor
25	Water Services Supervisor
25	Maintenance Services Supervisor
26	Community Services Supervisor
28	Assistant Engineer

Technical

Grade	Job Classifications
23	Marine Safety Officer

**See "Exhibit 1" for complete list of Regular Employees Pay Structure*

SECTION 22: LEAVES OF ABSENCE**A. Authorized Leave of Absence Without Pay**

1. Upon the Department Head's recommendation and approval of the City Manager, an employee may be granted a level of absence without pay in cases of an emergency or where such absence would not be contrary to the best interest of the City, for a period not to exceed 180 working days.

2. Upon written request of the employee, the City Manager may grant a leave of absence, with or without pay, for a period not to exceed 1 year.

3. At the expiration of the approved leave, after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee to report promptly at such leave's expiration and receipt of notice to return to duty shall be cause for discharge.

4. During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive fringe benefits, except as specifically provided for in this MOU, except that the City shall contribute to an employee's medical and dental health plan, disability insurance plan, and life insurance plan for the first 30 days of leave of absence.

B. Military Leave of Absence

1. Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the Department Head of such leave request 10 working days in advance of the beginning of the leave.

2. In addition to provision of State law, the City shall continue to provide eligible employees on military leave, the current health benefits (medical, dental, disability and life insurance and retirement (if applicable) for the first 3 months of military leave. During said period, the employee shall be required to pay to the City the same co-payments as required of other employees.

3. After the first 3 months of military leave, the employee may continue said benefits at his cost.

C. Pregnancy Disability Leave of Absence

1. An employee who is disabled due to pregnancy shall be granted a pregnancy disability leave as provided by the State of California and the Federal Family Medical Leave Act. The employee may elect to take a lesser period of leave.

2. Disabilities arising out of pregnancy shall be treated the same as other temporary disabilities in terms of eligibility for, or entitlement to, leave with or without pay.

D. Family Leave - Upon a demonstration of need and subject to the following conditions, an employee may take leave or unpaid leave to care for his newborn infant, whether through parentage or adoption, or to care for a seriously ill or injured member of the employees "immediate family" as defined in Section 6.

1. Proof of the birth or adoption of a newborn infant or the serious illness/injury of the family member must be submitted to the City.

2. Requests for family leave must be submitted in writing to the employee's supervisor at the earliest possible date proceeding the time when the leave is to begin.

3. Operational needs of the City shall be relevant in determinations regarding the granting of family leave in accordance with the provisions of State and Federal Family Leave laws.

4. In the event of an extended family leave, the employee may be required to periodically report on the status of the situation giving rise to the leave.

5. Family leave may be granted only upon the recommendation of the Department Head and approval of the City Manager consistent with the provisions of State and Federal Family Leave laws.

6. A maximum of 400 working hours of family leave in any combination of sick leave and unpaid leave may be taken during any 2 year period unless a greater amount is prescribed by state or federal law.

E. Catastrophic Leave - The purpose of the Catastrophic Leave Pool is to enable full time employees to receive and donate vacation, administrative leave, and CTO leave credits on an hour for hour basis to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family. Sick Leave is excluded from this program.

The following conditions shall apply to Catastrophic Leave:

1. Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.

2. The leave pool shall be administered by the Administrative Services Department.

3. Employees must be in regular full-time appointed positions to be eligible for catastrophic leave.

4. Employees receiving Long-Term Disability payments are excluded from this program.

5. All donations are to be confidential, between the donating employee and the Administrative Services Department.

6. Employees donating to the pool must have 40 hours of paid leave available after making a donation.

7. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation.

8. Donations will be subject to applicable tax laws.

9. The availability of Catastrophic Leave shall not delay or prevent the City from taking action to medically separate or disability retire an employee.

10. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidenced by a Physician's Statement that the presence of the employee is necessary.

11. Catastrophic Leave due to the illness or injury of the employee will require medical justification as evidenced by a Physician's Statement as to the employee's condition.

SECTION 23: MISCELLANEOUS

Layoff: The City is to give Association 45 days prior notice before the effective date of any layoffs. During this 45 day period, the City will, upon request, meet and confer on the impact of the layoffs.

SECTION 24: TERM

The term of this Resolution shall commence on April 13, 2009 and shall continue through June 30, 2012.

SECTION 25: APPEALS

A. Personnel rule 12.12 notwithstanding unit employees shall be allowed to appeal written reprimands to the Personnel Officer. Such appeals shall be filed within 14 calendar days. The decision of the Personnel Office shall be final.

B. The Association and City agree that hearings held pursuant to Personnel Rule 10.02, Automatic Resignation shall be interpreted to allow employees to present evidence showing the absence was for good cause and that circumstance prevented them from contacting the City.

SECTION 26: REOPENER

City and Association agrees to reconvene during the terms of this MOU to discuss all fringe benefits, including but not limited to health plans, the implementation of HSA or HRA programs for employee and retiree medical premiums.

SECTION 27: RATIFICATION

This Memorandum of Understanding is subject to approval and adoption by the City Council and ratification of the required number of the duly authorized representatives of the Association. Following such approval and adoption, the Memorandum of Understanding shall be implemented by the appropriate resolution(s), ordinance(s), or other written action of the City Council.

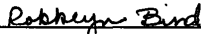
IN WITNESS WHEREOF, the parties have hereto caused this Memorandum of Understanding to be executed this 13th day of April, 2009.

CITY OF SEAL BEACH MANAGEMENT REPRESENTATIVES:



David N. Carmany, City Manager

Date: 4-14-09



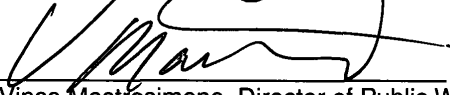
Robbeyn C. Bird, Director of
Administrative Services/City Treasurer

Date: 4.14.09



Jill R. Ingram, Assistant to the City Manager

Date: 4/13/09



Vince Mastrosimone, Director of Public Works

Date: 4.13.09

SEAL BEACH SUPERVISORS AND PROFESSIONALS ASSOCIATION REPRESENTATIVES:




Lucy Agins, President

Date: 4/1/09



Gregorio Daniel, Teamsters

Date: 04/01/09




Nick Bolin

Date: 04/01/09



Anita Chapanond

Date: 04/01/2009



Bob Eagle

Date: 04/02/2009

City of Seal Beach
Exhibit 1- Regular Employees Pay Structure
 April 13, 2009

Grade	Job Classifications	Step 1	Step 2	Step 3	Step 4	Step 5
1		\$2,937	\$3,084	\$3,238	\$3,400	\$3,570
2		\$3,011	\$3,161	\$3,319	\$3,485	\$3,660
3		\$3,086	\$3,240	\$3,402	\$3,573	\$3,751
4		\$3,163	\$3,321	\$3,488	\$3,662	\$3,845
5		\$3,242	\$3,404	\$3,575	\$3,753	\$3,941
6		\$3,323	\$3,490	\$3,664	\$3,847	\$4,040
7		\$3,406	\$3,577	\$3,756	\$3,943	\$4,141
8	Community Services Officer	\$3,492	\$3,666	\$3,850	\$4,042	\$4,244
	Maintenance Worker					
9	Accounting Technician	\$3,579	\$3,758	\$3,946	\$4,143	\$4,350
10		\$3,668	\$3,852	\$4,044	\$4,247	\$4,459
11		\$3,760	\$3,948	\$4,146	\$4,353	\$4,570
12	Senior Community Services Officer	\$3,854	\$4,047	\$4,249	\$4,462	\$4,685
	Senior Maintenance Worker					
	Water Operator					
13	Executive Assistant	\$3,950	\$4,148	\$4,355	\$4,573	\$4,802
	Senior Accounting Technician					
14	Community Services Coordinator	\$4,049	\$4,252	\$4,464	\$4,688	\$4,922
15		\$4,150	\$4,358	\$4,576	\$4,805	\$5,045
16	Senior Water Operator	\$4,254	\$4,467	\$4,690	\$4,925	\$5,171
17		\$4,361	\$4,579	\$4,808	\$5,048	\$5,300
18	Deputy City Clerk	\$4,470	\$4,693	\$4,928	\$5,174	\$5,433
	Lead Community Services Officer					
19	Electrician	\$4,581	\$4,810	\$5,051	\$5,303	\$5,569
20	Equipment Services Supervisor	\$4,696	\$4,931	\$5,177	\$5,436	\$5,708
21		\$4,813	\$5,054	\$5,307	\$5,572	\$5,851
22		\$4,934	\$5,180	\$5,439	\$5,711	\$5,997
23	Marine Safety Officer	\$5,057	\$5,310	\$5,575	\$5,854	\$6,147
24	Jail Services Supervisor	\$5,183	\$5,443	\$5,715	\$6,000	\$6,300
25	Accountant	\$5,313	\$5,579	\$5,858	\$6,150	\$6,458
	Maintenance Services Supervisor					
	Water Services Supervisor					
26	Community Services Supervisor	\$5,446	\$5,718	\$6,004	\$6,304	\$6,619
	Management Analyst					
27	Police Officer	\$5,582	\$5,861	\$6,154	\$6,462	\$6,785
28	Assistant Engineer	\$5,721	\$6,008	\$6,308	\$6,623	\$6,955
	Police Records Supervisor					
29	Emergency Services Coordinator	\$5,865	\$6,158	\$6,466	\$6,789	\$7,128
	Police Corporal					
30		\$6,011	\$6,312	\$6,627	\$6,959	\$7,307
31	Marine Safety Lieutenant	\$6,161	\$6,469	\$6,793	\$7,133	\$7,489
32		\$6,315	\$6,631	\$6,963	\$7,311	\$7,676
33	Senior Accountant	\$6,473	\$6,797	\$7,137	\$7,494	\$7,868
34		\$6,635	\$6,967	\$7,315	\$7,681	\$8,065
35		\$6,801	\$7,141	\$7,498	\$7,873	\$8,267
36	Associate Engineer	\$6,971	\$7,320	\$7,686	\$8,070	\$8,473
	Senior Planner					
37	Police Sergeant	\$7,145	\$7,503	\$7,878	\$8,272	\$8,685
38		\$7,324	\$7,690	\$8,075	\$8,478	\$8,902
39	Maintenance Services Manager	\$7,507	\$7,882	\$8,277	\$8,690	\$9,125
	Marine Safety Chief					
40	City Clerk	\$7,695	\$8,080	\$8,483	\$8,908	\$9,353
41		\$7,887	\$8,281	\$8,696	\$9,130	\$9,587
42		\$8,084	\$8,489	\$8,913	\$9,359	\$9,827
43		\$8,286	\$8,701	\$9,136	\$9,593	\$10,072
44	Police Lieutenant	\$8,494	\$8,918	\$9,364	\$9,832	\$10,324
45		\$8,706	\$9,141	\$9,598	\$10,078	\$10,582
46		\$8,924	\$9,370	\$9,838	\$10,330	\$10,847
47	City Engineer	\$9,147	\$9,604	\$10,084	\$10,588	\$11,118
48		\$9,375	\$9,844	\$10,336	\$10,853	\$11,396
49		\$9,610	\$10,090	\$10,595	\$11,124	\$11,681
50	Police Captain	\$9,850	\$10,342	\$10,860	\$11,403	\$11,973
51	Assistant to the City Manager	\$10,096	\$10,601	\$11,131	\$11,688	\$12,272
	Director of Development Services					
52		\$10,349	\$10,866	\$11,409	\$11,980	\$12,579
53		\$10,607	\$11,138	\$11,695	\$12,279	\$12,893
54		\$10,872	\$11,416	\$11,987	\$12,586	\$13,216
55	Director of Public Works	\$11,144	\$11,702	\$12,287	\$12,901	\$13,546
	Director of Administrative Services/City Treasurer					
56		\$11,423	\$11,994	\$12,594	\$13,223	\$13,885
57		\$11,708	\$12,294	\$12,909	\$13,554	\$14,232
58		\$12,001	\$12,601	\$13,231	\$13,893	\$14,588
59	Chief of Police	\$12,301	\$12,916	\$13,562	\$14,240	\$14,952
60		\$12,609	\$13,239	\$13,901	\$14,596	\$15,326
61		\$12,924	\$13,570	\$14,249	\$14,961	\$15,709
62		\$13,247	\$13,909	\$14,605	\$15,335	\$16,102
63		\$13,578	\$14,257	\$14,970	\$15,719	\$16,504
64		\$13,918	\$14,614	\$15,344	\$16,111	\$16,917
		Current				
65	City Manager (adjustments per Mgmt COLA)	\$16,958	Range Maximum =			\$17,340